

RECEIVED FOR FILING
KITSAP COUNTY CLERK
SEP 15 2021
ALISON H. SONNTAG

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

BARBARA RICHARDS, a single
individual,

Plaintiff,

vs.

SAFEWAY, INC., a foreign corporation
d/b/a 45106 SAFEWAY and KIMCO
REALTY CORPORATION, a foreign
corporation d/b/a PK I SILVERDALE
SHOPPING CENTER, LLC, and DOES 1
through 5,

Defendants.

NO. 21-2-01381-18

COMPLAINT FOR PERSONAL
INJURY

COMES NOW Plaintiff, by and through her undersigned attorneys who
alleges as follows:

I. PARTIES

1.1 At all times relevant hereto, Plaintiff, Barbara Richards (hereafter
referred to as "Ms. Richards") has been and continues to be a resident of Kitsap
County, Washington.

COMPLAINT FOR PERSONAL INJURY -1

SANCHEZ, MITCHELL, EASTMAN & CURE

PSC - Attorneys at Law
4110 Kitsap Way, Suite 200
Bremerton, Washington 98312-2401
T 360 479 3000 F 360 479 3983

1 1.2 Upon information and belief, Plaintiff alleges Defendant Safeway,
2 Inc., (herein after "Safeway") is a foreign corporation that has been doing and
3 continues to do business in Kitsap County, Washington.

4 1.3 Upon information and belief, Plaintiff alleges Defendant Kimco
5 Realty Corporation, a foreign corporation d/b/a PK I Silverdale Shopping Center,
6 LLC, (herein after "Kimco") is a foreign corporation that has been doing and
7 continues to do business in Kitsap County, Washington.

8 1.5 Upon information and belief, Plaintiffs allege Kimco was at all times
9 relevant to this Complaint, the owner of certain real property located at 2890 NW
10 Bucklin Hill Rd., Silverdale, WA 98383. Attached hereto and incorporated herein
11 as Exhibit A is a true and accurate copy of the Special Warranty Deed.
12 (hereafter referred to as the "Safeway Lot").

13
14 1.5 Safeway is physically situated on the Safeway Lot.

15 1.6 Defendants Does 1 through 5. The remaining Defendants in this
16 action are persons or entities who are currently unknown to Plaintiff, but who
17 may be liable for damages to Plaintiff as herein alleged. Said defendants are
18 designated factiously herein in accordance with Civil Rule 10(a)(2) for Superior
19 Court. Plaintiff reserves the right to amend the Summons and Complaint herein,
20 if necessary, to designate the names of said unknown defendants and intends that
21 said amendments relate back to the filing of this complaint.
22

23 ///

24 ///

COMPLAINT FOR PERSONAL INJURY -2

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PSC · Attorneys at Law
4110 Kitsap Way, Suite 200
Bremerton, Washington 98312-2401
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1 **II. JURISDICTION AND VENUE**

2 2.1 This is an action for personal injuries. This court has jurisdiction over
3 this action pursuant to R.C.W. 2.08.010.

4 2.2 As the injuries in question occurred in Kitsap County, and the
5 Defendants have transacted business in Kitsap County, venue is proper in Kitsap
6 County.

7 **III. FACTS**

8 3.1 On or about Friday, July 5, 2019, Barbara Richards visited the
9 Safeway, in Silverdale, Kitsap County, Washington ("Safeway").

10 3.2 This Safeway has two points of entry for customers.

11 3.3 In between the two entrance points is a concrete space in front of
12 the store that frequently displays promotions and other products (the "walkway
13 area").
14

15 3.4 At the time of the incident, an exposed bolt or screw (the "Bolt")
16 was protruding vertically from the cement in the walkway area.
17

18 3.5 As Ms. Richards approached the Safeway entrance, she was
19 walking along the walkway area. The Bolt caught Ms. Richards' shoe and
20 caused her to fall. Since Ms. Richards' fall, the bolt has been ground down to
21 the cement level.

22 3.6 Ms. Richards had significant pain and injury as a result of this
23 incident. Ms. Richards ultimately needed surgery for both her knee and hand
24 as a result of Defendants' negligence.

COMPLAINT FOR PERSONAL INJURY -3

SANCHEZ, MITCHELL, EASTMAN & CURE

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Bremerton, Washington 98312-2401
T 360.479.3000 F 360.479.3983

1 **IV. LIABILITY: NEGLIGENCE**

2 4.1 For purposes of this cause of action, Plaintiff hereby incorporates by
3 reference all allegations contained in paragraphs 1.1 through 3.6 above.

4 4.2 Ms. Richards was a business invitee of the Defendants.

5 4.3 Defendants Kimco, as the owner of the property, and Safeway as the
6 possessor of the property, breached their duty of care to Ms. Richards by failing to
7 make reasonable inspections of the premises to discover dangerous conditions,
8 failing to warn of these dangerous conditions and, thereafter, ensure the safety of
9 their invitees.

10 4.4 Employees of the Defendants owed a duty of care to Ms. Richards. They
11 breached this duty by failing to act with reasonable care.

12 4.5 Through the doctrine of vicarious liability, Defendants are responsible
13 for the actions of their employees at Safeway.

14 4.6 But for Defendants' failures to safeguard the premises and warn of
15 dangerous conditions, Ms. Richards would not have fallen and sustained injuries.

16 4.7 Defendants' failure to maintain the premises is the direct and
17 proximate cause of the injuries and damages sustained by Ms. Richards, alleged
18 herein.
19

20 **V. DAMAGES**

21 5.1 As a direct and proximate result of the negligence alleged herein, Ms.
22 Richards suffered severe physical injuries. These injuries have resulted in significant
23 medical expenses for which Ms. Richards is entitled to compensation.
24

VI. PRAYER FOR RELIEF

6.3 For such other and further relief as the court deems just and equitable.

DATED this 15th day of September, 2021.

SANCHEZ, MITCHELL, EASTMAN & CURE, PSC



Carrie E. Eastman, WSBA No. 40792
Attorneys for Plaintiff

Exhibit A



200611200405

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FIRST AMERICAN TITLE INS DEED \$37.00 Kitsap Co, WA

When Recorded Return to:

Kimco Realty Corporation
3333 New Hyde Park Road
New Hyde Park, NY 11042

248360

Space Above Line Provided for Recorder's Use

Document Title:

SPECIAL WARRANTY DEED

Reference Numbers of Documents Assigned or Released:

NONE

Grantor(s):

CT OPERATING PARTNERSHIP, L.P.

Grantee(s):

PK I SILVERDALE SHOPPING CENTER LLC

Abbreviated Legal Description as follows:

Ptn Sec 16 Twp 25N Rge 1E SW Qtr SW Qtr

Complete legal description is on page 3 of document

Assessor's Property Tax Parcel/Account Number(s):

APN: 162501-3-006-2006

APN: 162501-3-033-2003

APN: 162501-3-067-2002

APN: 162501-3-068-2001

APN: 162501-3-069-2000

APN: 162501-3-071-2006

APN: 162501-3-114-2005

APN: 162501-3-115-2004

APN: 162501-3-033-2102

KITSAP COUNTY TREASURER EXCISE

11/20/2006

2006EX10459

Total : \$819888.11

Clerk's Initial VF

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

3333 New Hyde Park Drive
New Hyde Park, NY 11042

PREPARED BY:

Greenberg Traurig, LLP
77 West Wacker Drive, Suite 2500
Chicago, Illinois 60601

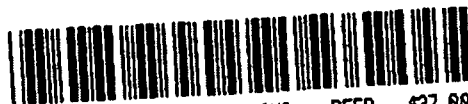
SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT CT Operating Partnership, L.P., a California limited partnership, whose address is 1631-B S. Melrose Dr., Vista, CA 92081 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, by these presents does **REMISE, RELEASE, ALIENATE AND CONVEY** unto PK I Silverdale Shopping Center LLC, a Delaware limited liability company, whose address is 3333 New Hyde Park Dr., New Hyde Park, NY 11042 ("Grantee"), the following described real property located in the County of KITSAPELLE, State of Washington and legally described as follows:

See Legal Description attached hereto as **Exhibit A** and hereby made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, all the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described property, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** said property, with the appurtenances, unto Grantee, its successors and assigns forever.

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FIRST AMERICAN TITLE INS

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Kitsap Co, WA

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that said property against all persons lawfully claiming, or to claim the same, by through and under Grantor, but not otherwise, Grantor will **WARRANT AND DEFEND**, subject to: the Permitted Title Exceptions, as described on Exhibit B attached hereto and hereby made a part hereof.

Dated: October 31, 2006

CT Operating Partnership, L.P.,
a California limited partnership

By: Pan Pacific (CTA), Inc., a Maryland corporation, its General Partner

By: [Signature]

Name: Joseph B. Tyson

Its: Exec. VP, Chief Financial Officer, Treasurer and Secretary

STATE OF California

) SS.

COUNTY OF Orange

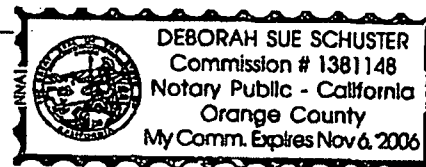
On this 27th day of October, in the year 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph B. Tyson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature]

Deborah Sue Schuster

Name (Typed or Printed)

Notary Public in and for said County and State



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Exhibit A

Real property in the City of Silverdale, County of Kitsap, State of Washington, described as follows:

Parcel A:

That portion of the Southwest quarter of the Southwest quarter of Section 16, Township 25 North, Range 1 East, W.M., lying Southeasterly of Silverdale Way NW (Kitsap Way) and described as follows:

Commencing at the Southwest corner of said Section 16;
Thence South $88^{\circ}25'10''$ East, along the South line of said Southwest quarter of the Southwest quarter, a distance of 1306.59 feet to the Southeast corner of said subdivision;
Thence North $00^{\circ}55'52''$ East along the East line of said subdivision, a distance of 50.00 feet to the North right of way line of NW Bucklin Hill road, as conveyed to Kitsap County by Instrument Recorded August 20, 1980 under Recording No. 8008200116, and the true point of beginning;
Thence continue North $00^{\circ}55'52''$ East along said East line, a distance of 941.11 feet to the Northeast corner of the South half of the North half of said subdivision;
Thence North $88^{\circ}25'07''$ West along the North line of said South half of the North half of said subdivision, a distance of 572.00 feet;
Thence South $00^{\circ}55'52''$ West a distance of 206.30 feet;
Thence North $88^{\circ}28'07''$ West a distance of 383.78 feet to the Southeasterly right of way line of Silverdale Way NW;
Thence South $37^{\circ}25'10''$ West, along said Southeasterly right of way line a distance of 255.92 feet to the North line of the South 576.49 feet of said subdivision;
Thence South $88^{\circ}25'10''$ East along said North line a distance of 105.06 feet;
Thence South $00^{\circ}43'30''$ West a distance of 101.14 feet;
Thence South $88^{\circ}25'10''$ East a distance of 430.55 feet;
Thence South $00^{\circ}55'52''$ West a distance of 425.39 feet to said North right of way line of NW Bucklin Hill Road;
Thence South $88^{\circ}25'10''$ East, along said North right of way line, a distance of 572.00 feet to the true point of beginning;

Except that portion conveyed to Kitsap County for Blaine Avenue NW by right of way deed recorded under Recording No. 3247767;

Also, except that portion in Statutory Warranty deed recorded May 13, 2002 under Recording No. 200205130342, in Kitsap County, Washington, described as follows:



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Kitsap Co, WA

That portion of the Southwest quarter of the Southwest quarter, Section 16, Township 25 North, Range 1 East, W.M., in Kitsap County, Washington, lying Southeasterly of Kitsap Way described as follows:

Commencing at the Southwest corner of Section 16;
Thence North $00^{\circ}43'30''$ East along the West line of said subdivision a distance of 387.96 feet to the centerline of Silverdale Way Northwest,

Formerly known as Kitsap Way;

Thence North $37^{\circ}25'10''$ East along said centerline a distance of 488.50 feet;
Thence South $88^{\circ}28'07''$ East a distance of 61.72 feet to the Southeasterly right of way line of said Silverdale Way Northwest and the true point of beginning;
Thence continue South $88^{\circ}28'07''$ East a distance of 150 feet;
Thence South $00^{\circ}55'52''$ West a distance of 205.00 feet;
Thence North $88^{\circ}25'10''$ West a distance of 113.93 feet;
Thence North $52^{\circ}34'50''$ West a distance of 151.7 feet to said Southeasterly right of way line;
Thence North $37^{\circ}25'10''$ East along said Southeasterly right of way line distance of 143.59 feet to the point of beginning;

Together with that portion of vacated Silverdale Way adjoining or abutting thereon, which upon vacation, attached to said premises by operation of law, pursuant to Commissioner's Journal, Volume 16, Page 505;

Parcel C:

A non-exclusive easement for ingress, egress and for the installation and maintenance of sewer lines, storm sewers and utility lines, as reserved in that document recorded August 20, 1980, under Kitsap County Recording No. 8008200116.

Parcel D:

A non-exclusive mutual easement for vehicle parking, and pedestrian and vehicle ingress and egress, as granted in that document recorded October 29, 1993, under Kitsap County Recording No. 9310290015.

Parcel E:

A non-exclusive mutual easement for ingress, egress, parking and utilities, as granted in that document recorded May 13, 2002, under Kitsap County Recording No. 200205130344.



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EXHIBIT B to Special Warranty Deed

Permitted Exceptions

All covenants, conditions, restrictions and easements of record.

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